



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

x	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change							
	Cancel							
County Department				Dept.		Orgn.		Contractor's License No.
Agriculture/Weights & Measures				AWM		AWM		
County Department Contract Representative				Telephone		Total Contract Amount		
John Gardner				909-387-2117		\$49,550.00		
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
98800			7/1/03		6/30/04		\$49,550.00	
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/PROJ/JOB No.		Amount
AAA	AWM	AWM	200	2445				\$49,550.00
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/PROJ/JOB No.		Amount
Project Name				Estimated Payment Total by Fiscal Year				
Wildlife Control				FY	Amount	I/D	FY	Amount
				03/04	\$49,550.00			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name _____ hereinafter called CONTRACTOR

Animal Pest Management Services, Inc.

Address _____

13655 Redwood Court

Chino, CA 91710

Phone _____ Birth Date _____

(909) 591-9551

Federal ID No. or Social Security No. _____

33-0101318

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, COUNTY is in need of a firm to provide wildlife control services; and

WHEREAS, CONTRACTOR is a qualified firm capable of providing services to mitigate or eliminate damage or loss of property, crops and livestock caused by wildlife in the COUNTY. Wildlife includes but is not limited to coyotes, bears, mountain lions, raccoons, skunks and feral dogs; and

WHEREAS, COUNTY and CONTRACTOR wish to enter into THIS CONTRACT whereby CONTRACTOR will provide the necessary services to the COUNTY to mitigate or eliminate damage or loss of property, crops and livestock caused by wildlife in the COUNTY and to protect the residents of the COUNTY. This contract shall begin on July 1, 2003, and end on June 30, 2004, unless extended by mutual consent;

WHEREAS, COUNTY shall screen all requests for service before referral to CONTRACTOR. CONTRACTOR shall respond to service requests forwarded by the COUNTY within 72 hours. Requests for service which can be resolved by providing information to the requestor will not be forwarded to CONTRACTOR. CONTRACTOR shall file a report to the COUNTY Department of Agriculture/Weights & Measures within 24 hours of resolving the service request (see Exhibit A).

WHEREAS, CONTRACTOR shall determine the best method of response to the service request. Responses by the CONTRACTOR will include traps, snares and other means of taking or dispersing the offending wildlife.

WHEREAS, CONTRACTOR shall utilize non-lethal means whenever appropriate.

WHEREAS, CONTRACTOR shall comply with applicable laws and regulations governing taking wildlife including but not limited to the requirements of the U.S. Fish and Wildlife Service, California Department of Fish and Game and the U.S. Department of Agriculture.

WHEREAS, COUNTY shall make payment to CONTRACTOR on a monthly basis. Payment will be in twelve equal payments. The total amount that will be paid by COUNTY is consideration for the services provided by CONTRACTOR under THIS CONTRACT shall be forty-nine thousand five hundred fifty dollars (\$49,550).

WHEREAS, CONTRACTOR shall provide the necessary staffing to adequately carry out the services for the entire length of the project.

WHEREAS, Mutual trust and cooperation is of the utmost importance to the successful administration of THIS CONTRACT and both parties hereto agree to use due diligence in the performance of their respective duties and responsibilities.

Now, therefore, in reference to the aforementioned, the parties agree as follows:

- I. **Representation of the County:** In the performance of THIS CONTRACT, CONTRACTOR, its agents and employees shall act in an independent capacity and not as officers, employees or agents of COUNTY.
- II. **Vendor Primary Contact:** CONTRACTOR will designate an individual to serve as the primary point of contact for THIS CONTRACT and a backup contact. CONTRACTOR shall promptly notify the San Bernardino County Agricultural Commissioner/Sealer when the primary or back-up contact changes. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) COUNTY business days. CONTRACTOR shall not change primary contact without written acknowledgement to COUNTY.
- III. **Change of Address/Telephone Number:** CONTRACTOR shall notify COUNTY in writing of any change in mailing address and/or telephone number within ten (10) days of the address and/or telephone number change.
- IV. **Contract Assignability:** Without the prior written consent of COUNTY, THIS CONTRACT is not assignable by CONTRACTOR either in whole or in part.
- V. **Subcontracting:** CONTRACTOR agrees not to enter into any subcontracting Agreements for work contemplated under THIS CONTRACT without first obtaining written approval from the San Bernardino County Agricultural Commissioner/Sealer. Any subcontractor shall be subject to the same provisions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance of any subcontractor's Agreements.
- VI. **Contract Amendments:** CONTRACTOR agrees any alterations, variations, modifications or waivers of provisions of THIS CONTRACT shall be valid only when they have been reduced to writing, duly signed and attached to the original of THIS CONTRACT and approved by the required persons.
- VII. **Copyright:** COUNTY shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties developed under THIS CONTRACT including those covered by copyright and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of THIS CONTRACT shall acknowledge COUNTY Department of Agriculture/Weights & Measures as the funding agency and CONTRACTOR as the creator of the publication. No such materials or properties produced in whole or in part under THIS CONTRACT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. Copies of all educational and training materials, curricula, audio/visual aids, printed material and periodicals, assembled pursuant to THIS CONTRACT must be filed with COUNTY prior to publication. CONTRACTOR shall receive written permission from COUNTY prior to publication of said training materials.
- VIII. **Attorney Fees and Costs:** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Item XXIV, "Indemnification and Insurance Requirements."

- IX. **Conflict of Interest:** CONTRACTOR shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of THIS CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of THIS CONTRACT or shall have any relationship to CONTRACTOR or officer or employee of CONTRACTOR.
- X. **Confidentiality:** Confidentiality of all programs, records, financial affairs, COUNTY relations to its customers and its employees, as well as any other information which may be specifically classified as confidential by COUNTY in writing to CONTRACTOR is pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter concerning any and all persons referred to CONTRACTOR by COUNTY shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR staff, agents or employees. Upon request of COUNTY, CONTRACTOR's staff may be required to sign and return a statement of confidentiality from each person having access to data while in the CONTRACTOR's possession.
- XI. **Licenses and Permits:** CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY and municipal laws, ordinances, rules and regulations. CONTRACTOR shall maintain these licenses and permits in effect for the duration of THIS CONTRACT. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of THIS CONTRACT.
- XII. **Health and Safety:** CONTRACTOR shall comply with all applicable local health and safety requirements, including fire clearances.
- XIII. **Recycled Paper Products:** COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires CONTRACTOR to use recycled paper for proposals and for any printed or photocopied material created as a result of THIS CONTRACT with COUNTY. The policy also requires CONTRACTOR to use both sides of paper sheets for reports submitted to COUNTY whenever practicable.
- XIV. **Notification Regarding Performance:** In the event of a problem or potential problem that will impact the quality or quantity of work, services or the level of performance under THIS CONTRACT, CONTRACTOR shall notify COUNTY within one (1) working day, in writing and by telephone.
- XV. **Vendor Employment/Contracting Compliance:** CONTRACTOR agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, COUNTY Policy 15-01, and other applicable Federal, State and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the COUNTY Office of Small Business at (909) 387-8288.
- XVI. **Improper Consideration:** CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of COUNTY in an attempt to secure favorable treatment regarding THIS CONTRACT.

COUNTY, by written notice, may immediately terminate THIS CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once THIS CONTRACT has been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

- XVII. **Employment of Former County Officials:** CONTRACTOR agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit or Safety Management Unit.

XVIII. **Inaccuracies or Misrepresentations:** If in the administration of THIS CONTRACT COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, THIS CONTRACT may be immediately terminated.

In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

XIX. **Ownership of Documents:** All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to THIS CONTRACT shall be considered property of COUNTY upon payment for product/services. All such items shall be delivered to COUNTY at the completion of work under THIS CONTRACT, subject to the requirements of Item XX, "Termination for Convenience." Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

XX. **Termination for Convenience:** COUNTY for its convenience may terminate THIS CONTRACT in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in THIS CONTRACT shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR reserves the right to cancel THIS CONTRACT for any reason with a sixty (60) day written notice of cancellation.

XXI. **Release of Information:** No news releases, advertisements, public announcements or photographs arising out of THIS CONTRACT or CONTRACTOR's relationship with COUNTY may be made or used without prior written approval of COUNTY.

XXII. **Participation Clause:** COUNTY desires that Municipalities, School Districts, and other Tax Exempt Districts within the COUNTY requiring Wildlife Services, may at their option and through COUNTY Purchasing Agent, avail themselves THIS CONTRACT. Upon written notice, CONTRACTOR agrees to the extension of the terms of a resultant Agreement with such Governmental bodies as though they have been expressly identified in THIS CONTRACT, with the provision that:

- A. Such Governmental body does not have and will not have in force any other Agreement for like services.
- B. Such Governmental body does not have under consideration for award any other bids or quotations for like services.
- C. Such Governmental body shall contract for and make payment directly through the CONTRACTOR. The COUNTY will not be liable for any such contract made between the CONTRACTOR and another Governmental body who avail themselves of THIS CONTRACT.

XXIII. **Prohibition of Private Work:** CONTRACTOR will be prohibited from performing work covered by THIS CONTRACT for private customers within San Bernardino County during the term of THIS CONTRACT except for requests made directly to CONTRACTOR and not involving coyote, mountain lion or bears.

XXIV. **Indemnification and Insurance Requirements**

A. **Indemnification:** The CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of THIS CONTRACT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

B. **Insurance Coverage:** Without in any way affecting the indemnity herein provided and in addition thereto CONTRACTOR shall secure and maintain throughout THIS CONTRACT the following types of insurance coverage with limits as shown:

- 1. **Workers' Compensation:** A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under THIS CONTRACT.

2. **Comprehensive General and Automobile Liability Insurance:** This coverage is to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 3. **Errors and Omissions Liability Insurance:** Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or,
 4. **Professional Liability:** Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. **Additional Named Insured:** All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. **Waiver of Subrogation Rights:** Except for the Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and sub-contractors.
- E. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.
- F. **Proof of Coverage:** CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY Department of Agriculture/Weights & Measures evidencing the insurance coverage, including endorsements above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY Department of Agriculture/Weights & Measures, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services.

Within sixty (60) days of the commencement of THIS CONTRACT, CONTRACTOR shall furnish certified copies of the policies and all endorsements.

- G. **Insurance Review:** The above insurance requirements are subject to periodic review by COUNTY. COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation or any other item reasonably related to COUNTY's risk.

Any such reduction or waiver for the entire term of THIS CONTRACT and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to THIS CONTRACT. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

XXV. **Right to Monitor and Audit**

- A. **Right to Monitor:** With consent or warrant, COUNTY shall have absolute right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as requested and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under THIS CONTRACT. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with COUNTY in the implementation, monitoring and evaluation of THIS CONTRACT and comply with any and all reporting requirements established by COUNTY.

In the event COUNTY determines that CONTRACTOR's performance of its duties or other terms of THIS CONTRACT are deficient in any manner, COUNTY will notify CONTRACTOR of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. CONTRACTOR shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY at its option may terminate THIS CONTRACT immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the CONTRACTOR under THIS CONTRACT or otherwise.

- B. **Availability of Records:** With consent or warrant, all records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY, Federal and State representatives for a period of three years after final payment under THIS CONTRACT or until all pending COUNTY, State and Federal audits are completed, whichever is later.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

Animal Pest Management Services, Inc.
(State if corporation, company, etc.)

By ►
(Print) – Name (Authorized Signature)
Mr. Dan Fox

Dated _____

Title President/Biologist

Address 13655 Redwood Court
Chino, CA 91710

Approved as to Legal Form (sign in blue ink)

►
County Counsel – Scott Runyan, Deputy

Date _____

Reviewed as to Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SAN BERNARDINO COUNTY AGRICULTURE/WEIGHTS & MEASURES

Wildlife Service Request/Response Form

Service Request Date/Time _____

Requestor _____

Street Address/City/Zip Code _____

Phone with Area Code _____

Nature of Problem _____

Determination of Service Response ☐ Advice ☐ On-site

Date/Time Faxed (909-590-1435) to Animal Pest Mgmt. Services _____

Call Taken by _____

Date Responded _____

Method of Response (Snare, Shoot, Exclusion, Modify environment, etc.)

Result of Response (i.e., number of animals killed, freed or dispersed and type of animal, includes non-target animals)
